# BENGALURU METROPOLITAN TRANSPORT CORPORATION

## INVITES

## TENDERS

## FOR

## SELECTION OF LICENSEE FOR OPERATIONS & MAINTENANCE OF PASSENGER TOILET BLOCKS AT SHIVAJINAGAR & KEMPEGOWDA BUS STATION, ON H1 BASIS. (HIGHEST CHARGES)

**CHIEF TRAFFIC MANAGER (COM),**
**BMTC, K H Road, Shanthinagar, Bengaluru – 560 027**

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**NOTICE INVITING TENDER (NIT)**

**FOR**

**SELECTION OF A LICENSEE FOR OPERATION & MAINTENANCE OF SHIVAJINAGAR & KEMPEGOWDA BUS STATION PAY AND USE TOILET COMPLEXES IN BMTC**

(Through Karnataka Public Procurement Portal only https://www.kppp.karnataka.gov.in )

Tender Reference No: [37/2024-25] Dated: [25/03/2025]

| | |
|---|---|
| Date and time of and availability of Tender Document | From [26/03/2025] to [12/04/2025] upto 17:00 IST to be downloaded from the Karnataka Public Procurement Portal https://www.kppp.karnataka.gov.in |
| Last date for submission of online Tenders on Karnataka Public Procurement Portal | On [12/04/2025] upto [17:00] IST |
| Date and Time of Pre-bid Meeting | 01/04/2025 at [11:00] IST at Mini Meeting Hall, 4th Floor, BMTC central office, Shanthinagar |
| Date and Time for opening of Technical & Financial Tender on the Karnataka Public Procurement Portal | 15/04/2025 at [11:30] IST & financial shall be intimated later |
| Validity of Tender | 90 days from the last date for submission of Tender |
| Selection basis | H1 (Highest monthly LF quoted) |
| Period for License | 1 (one) year unless extended by the Licensor for an additional period of upto maximum of 1 (one) year on mutual acceptance. |
| Address for Communications | Chief Traffic Manager (Com),<br>Bengaluru Metropolitan Transport Corporation,<br>K H Road, Shanthinagar, Bengaluru - 560027. |

TERMS AND CONDITIONS FOR SELECTION OF AGENCY FOR OPERATION & MAINTENANCE OF SHIVAJINAGAR & KEMPEGOWDA BUS STATIONS PAY AND USE TOILET COMPLEXES.

## I. PRE-QUALIFICATION CRITERIA:

### 1) Eligible Tenderer

For determining the eligibility of Tenderer, the following conditions are required to be satisfied:

i. The Tenderer should not have been blacklisted or be under order of debarment during last 3 years as on the date of Notice Inviting Tender.

ii. The Tenderer shall either be a proprietorship Firm, or company, or partnership firm, or Limited Liability Partnership firm which is registered under the relevant statutory law.

iii. The Tenderer should have a Registered Office in Karnataka. The Tenderer must hold a valid registration of Trade license/Registration with labour department as supporting documents.

iv. The Tenderer should have the following registrations:
a. Registration with the Department of Labour.
b. Registration under Employees' Provident Funds and Miscellaneous Provident Act, 1952.
c. Registration under Employees State Insurance Act, 1948.
d. Registration under the Goods and Service Tax (GST)
e. Permanent Account Number (PAN) issued by the Board of Direct Taxes under the Income Tax Act, 1961.

### 2) Technical Capacity:

The Tenderer should establish their experience (the "**Technical Capacity**") as set out below:

The Tenderer should have successfully carried out Operation & maintenance of toilets or similar services at public places such as bus stations, railway stations, places of public gathering, municipality toilet complexes etc. during any 1 (One) year out of the last 5 (Five) completed Financial Years. (i.e., Financial Years 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24) preceding the Last Date for submission of Tenders.

### 3) Financial Capacity:

The Tenderer should have the following financial capacity (the "**Financial Capacity**").

The Tenderer should have minimum Average Annual Turnover of INR. **Ref ANNEXURE** out of the last 5 (Five) completed financial years preceding the last date for submission of tenders (i.e. Financial Years 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24).

**The Tenderer should submit details of the Annual Turnover and a certificate for average annual turnover from a Statutory Auditor / Chartered Accountant along with audited annual accounts for the respective financial years**

## II. EVALUATION & OTHER CRITERIA:

1) **Evaluation Criteria:** Based on the Highest Bid (H1) received per month subject to fulfilment of Pre-qualification criteria set out. The financial offers of only qualified Licensees will be opened and considered for selection.

2) **Period of Contract:** 1 (one) year from the date of agreement extendable 1 (one) year on mutual acceptance.

3) **Payment**: The License Fee should be paid by the licensee on successful completion of the month i.e., on or before of 5th of next month. In case of delay or part payment licensee is liable to pay simple interest at 24% per annum. Nonpayment of license fee by the Licensee for a consecutive three months or nonpayment of arrears amount equivalent to three months license fee the licensor reserves the right to terminate the contract and the forfeit the security deposit.

4) **Escalation:** There shall be annual escalation of 10(Ten) % every calendar year w.e.f. 1st of January every year over the license fee of the previous year. However, in the first Year the escalation in the license fee shall be limited @ 1% per month for every completed month up to 31st December subject to maximum of 10 % and subsequently in the same manner during the extension of this License agreement, if any.

- **Such cases when start date falls between 1st to 15th of a month, then the month will be considered as completed month.**

  **For example:** A Licensee enters into agreement on 13th of February then February will be treated as completed month for annual escalation.

- **Such cases when start date falls between 16th to 31st of a month, then the month will not be considered as completed.**

  **For example:** A Licensee enters into agreement on 16th of February then February will not be treated as completed month for annual escalation.

5) The Licensee has to replenish the Security Deposit whenever there is an escalation of the License Fee during the Agreement Period.

6) The commercial offer/financial bid shall be in the form of total rate. The bid price shall be in rupees per month. Total rate shall include cost of manpower, consumables, machinery, taxes etc as per the scope of work.

7) **Earnest Money Deposit: -**

   a. The EMD of Rs.1,00,000/- is to be paid through e-procurement mode.
   b. The EMD do not carry any interest.

8) **Security Deposit:** The Licensee has to furnish security deposit for an amount of 6 times of LF or Rs.30,000/- whichever is higher, the deposit shall be in the form of DD drawn in favour of **CAO FA BMTC.** The Security deposit is liable to be forfeited either in full or in part if the licensee fails to carry out the work as per the terms and conditions of the assignment letter / agreement or in case of non settlement of claims. The Security deposit does not carry interest. The Security deposit will be refunded only after the successful completion of contract period or termination of contract duly recovering the dues to the corporation, if any.

9) The EMD of the successful licensee will be adjusted towards security deposit. The selected licensee shall remit balance security deposit & enter into agreement within 21 days (including holidays) from the date of issue of allotment letter, failing which, Earnest Money Deposit will be forfeited and allotment will be cancelled by duly black listing the licensee and the licensee will not be permitted to participate in any of the tenders of BMTC for a period of three (3) years from the date of such black listing.

10) **Risk Purchase Clause:** If the services are not provided as per the delivery schedule/as per the scope of work/specifications/terms and conditions of the assignment letter/ agreement BMTC will obtain services from alternate sources. Extra expenditure incurred thereof along with the penalty for non–fulfilment of contractual obligations shall be payable by the licensee failing which same will be recovered from security deposit.

11) **Insurance**

The Licensee shall at its cost and expense, purchase and maintain by due re-instatement or otherwise, such insurance as are necessary including but not limited to the risk and coverages as provided. BMTC shall not be responsible for any of the staff insurance.

a) **Evidence of Insurance**
The Licensee shall, from time to time, shall maintain mandatory insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance). The Licensee shall from time to time promptly pay insurance premium, keep the insurance policies in force and valid throughout the License Period.

12) **Indemnity**
The Licensee has to indemnify the licensor, against any kind of claims, damages or compensation by personnel under the provisions of all labour laws & all applicable laws in force from time to time. The Licensor will not own any responsibility in this regard. The Licensee will be liable for any such consequences resulting from violation of applicable laws.

## III. SCOPE OF WORK:

1) The details of the works to be undertaken are as per schedule 'A' and 'B'. The Licensee required to employ/engage sufficient workers and supervisory staff to carry out the Toilet maintenance services.
2) Removal of all stains from the toilet floors, urinal walls, and other porcelain fittings in all the toilets and bathrooms.
3) Cleaning & perfuming all toilets, wash basins, urinals at regular intervals (continuously) with detergents. This includes keeping air fresheners, naphthalene balls, etc. in urinals and toilets.
4) Licensee shall ensure that the toilets are cleaned and maintained in good condition to meet excellent standards on par with metro stations and airports.
5) The Toilet facilities should function 24 hours a day and 7 days a week.
6) The Licensee shall not erect or display any advertisement or signboards in the Toilet complexes and its premises.
7) Licensee shall operate all equipment, fittings, and fixtures (electrical /mechanical/plumbing etc.) on regular basis and ensure the smooth functioning of the area such as operation of pumps for filling water to tanks as per the requirement.
8) The Licensee/ Agency shall repair & clean pay & use toilet complex & at his own cost maintain / ensure
    a. Replace the bulbs / tubes.
    b. Replacing of leakage taps.
    c. Repair/Replacing all damages doors of.
    d. Maintain doors in good condition.
    e. Water supply at all times.
    f. Repair/ replace the closets/ pans.
    g. Provide mugs and buckets.
    h. Undertake pest control measures.
    i. Transport collected garbage from the premises.
    j. Put Signage's on toilets.
    k. Placing Naphthalene balls in all the urinals and washbasins at all times.
    l. Cleaning of all Toilet Complexes with standard quality cleaner/acid continuously and kept hygienic without giving any scope for complaints.

9) **Electricity& Water charges for Maintenance of Public Toilet Complex:**

- Water and electricity will be provided by BMTC for Public Toilets on availability and on chargeable basis. The Licensee shall pay all charges towards consumption of electricity and water for operating the Toilet Complexes as may be billed and notified by Licensor or concerned Authority. Such charges shall be paid promptly within the due dates.

- Whenever the water is supplied from BMTC from its own source the Licensee shall pay the charges as per the units consumed. If there is no sub-meter then the Licensee shall pay 2% of the License fee towards the Water charges or as per the units consumed. The Electricity charges shall be paid as per the bill raised by BMTC Authority. The Licensee shall quote his bid accordingly. In case of delayed payment interest @24% per annum will be charged.

- When Licensee make his own arrangement for water for public toilets, in such cases Licensee is exempted from paying water bill during the contract period.

- If the Licensee uses water from borewell digged at his own cost then he shall not pay any water charges to BMTC till completion of the contract including extended period.

10) The Licensee shall bear the cost of disposal of waste generated in public toilet maintenance area.

11) The selected Licensee shall be entitled to collect **Rs.5/- per head from users of the toilet, while Urinal facility shall be provided free.** The sign boards in this regard shall be clearly displayed both in Kannada & English.

12) The Licensee shall not engage child labour.

13) The Licensee shall post substitute labour in case of regular worker avails weekly off/ leave or abstained from duty. Totally the cleaning work should not suffer.

14) The worker engaged for Toilet Management services should be present at the Premises. In case the worker and the supervisory staff is not found at the complex/work spot at the time of inspection by the officers of the corporation, Corporation reserves the right to recover the proportionate value of the contractual amount besides initiating action.

15) During the course of inspection by the officers of the Corporation, if the work is found to be unsatisfactory, the corporation reserves the right to impose penalty for the unsatisfactory work rendered by the workers/labourers and the same will be deducted from the bill.

16) The payment of statutory contributions: Every month the selected Agency shall pay all statutory contributions like PF, ESI, PT in the name of persons deployed. Every month the Licensee shall pay other statutory contributions and Taxes if any without fail. A copy of the documentary proof having paid all the above contributions, Taxes shall be furnished. In addition TDS as applicable shall be deducted. BMTC shall not be responsible for payment of wages and also not be responsible for non-payment of any statutory recoveries like PF, ESI etc., in respect of the workers engaged by the Licensee.

17) The Licensee has to ensure that the workers are undergone health check-up twice a year.

18) The wages paid to the employees engaged shall be strictly confirmed to the provisions of the Minimum Wages Act pertaining to Safai Karmacharis, underground drainage, floor, bath room & toilet and other workers engaged in similar kinds of work which is existed as and when. The monthly payments shall be made directly through their individual Bank accounts only. The Successful Licensee is required to provide the bank account statement of wages paid to the labourers every month.

19) The Licensee shall provide Identity Cards to his Individual Workers and also safety equipment/gadgets as per norms.

20) The Licensee shall make use of his own equipment and materials for cleaning the complex/ bus station/office area etc.,

21) The Licensee shall maintain the required registers, books and accounts etc., under various statutory enactment and laws applicable.

22) The Licensee shall clean the toilet premises and get certified by stand incharge/ Assistant Traffic Manager in the prescribed register.

23) Employee attendance register maintained by the agency should be certified by the stand incharge/ Assistant Traffic Manager on daily basis.

24) The Licensee have to execute an agreement on requisite valued stamp paper as per Karnataka Stamp Act regarding the performance of the contract after duly depositing the prescribed interest free Security Deposit.

25) The Corporation shall increase or decrease the toilet complexes corresponding to LF quoted with prior notice to the agency.

26) The labour engaged for the services shall be able to address the commuters in Kannada language.

27) If the performance of the Licensee is found to be unsatisfactory, the contract would be terminated even within the stipulated period of contract without assigning any reasons and notice besides forfeiting the Security Deposit.

28) If the Licensee decided to terminate the contract prematurely before the end of **01 (one) year**, BMTC shall forfeit the entire Security Deposit.

29) If the licensee desires to extend the license period beyond 1 year he shall submit the willingness for the extension of contract, 3 months before the end of contract. The extension will be based on mutual acceptance.

30) If BMTC desires to terminate the contract before the expiry period, it may do so by giving 01 (one) month's prior notice to the Licensee. Security deposit will be refunded after deducting dues if any.

31) **Dispute Settlement:** Any litigation arising out of the said contract would be restricted to the exclusive jurisdiction of Bengaluru City civil courts.

32) The successful Licensee shall comply with all the provisions of prevailing Contract Labour (Regulation and Abolition) Act, Workmen's Compensation Act. Provision of Hours of Employment Regulation Act, Payment of Wages Act, Factories Act, Employees PF Act, Bonus Act, Payment of Gratuity Act, Equal remuneration Act, ESI Act, Industrial Disputes Act, Employment of Children Act, MV Act and Regulation of Employment and Welfare Act or any other Act applicable. In case of consumer Forum case the liability will rest with the Licensee..

33) If the Licensee fails to fulfil contractual obligations or due to Event of default the license shall be terminated by forfeiting the security deposit.

## IV. SCHEDULES

**Schedule A: Definition of services and details of Jobs:**
The services herein mean and include the following:

**1.** Employment of Labourers i.e., workers and supervisors for Operation & maintenance of toilet complex facility providing to the TTMC/Bus stations.

**2.** The Licensee shall provide female cleaning staff in all the ladies toilets.

**3. Working hours for labourers:**
1st shift 06:00 hours to 14:00 hours
2nd Shift 14:00 hours to 22:00 hours
3rd Shift 22:00 hours to 6:00 hours

**4. Work Detail:**

i. Cleaning pay & use of toilets which includes toilet flooring, wash basins, commodes, urinals, mirrors, and fixtures, Water Closets (WC) etc., with good quality disinfectants **once in every two hours a day.**
ii. Regular removal of garbage.
iii. Cleaning of structural glazing area, granite cladding, and removal of cobwebs in public toilets complexes monthly two times.
iv. Clearing and cleaning of dust bins atleast twice a day and washing of dust bins, if necessary. For this purpose, maintain wet, dry and sanitary waste collection bins separately as required under municipal regulations at toilets.
v. Cleaning, dusting, vacuuming and disinfecting of floors, walls and ceilings.
vi. Thorough washing of all toilets with chemicals, acids, detergents etc. once in a week.
vii. Dusting and cleaning of electrical fixtures like tube light fittings, ceiling and exhaust fans.
viii. The toilets and urinals shall be cleaned with standard quality acid continuously and kept hygienically without giving any scope for complaints.
ix. The staff has to wear uniform with name badge.

**5. No-smoking zone:**

With a view to avoid chances of urinals and drainage system getting clogged with cigarette butts, the Licensee would ensure that toilet complexes are operated as a no-smoking zone. Proper signages should be displayed to prohibit smoking in the complexes.

**6. Penal Clause:**

| Sl No | Details | Penalty |
|---|---|---|
| 1. | The Licensee shall be responsible for all the omissions and commissions of all the personnel deployed under this Contract | i. The Licensee shall be liable to compensate officers, staff or the department for any loss due to theft/pilferage/damage, fixtures etc., caused due to negligence, carelessness or any fault of his personnel.<br>ii. Loss or damage shall be as assessed by the Bus Stand In-Charge and appropriately recovered from the Licensee either from the payments due to the Licensee against the invoices or by invoking the Security Deposit to the extent of damage assessed or both, as the case may be. |
| 2. | Substitution of Personnel Deployed under this Contract | i. Licensee shall provide a substitute immediately in the event of any person leaving the job due to his/her personal reasons.<br>ii. Delay by the Licensee in providing suitable additional personnel for any substitute will attract a penalty @ INR.100/- per day per personnel. |
| 3. | Quality of work | i. A fine of Rs.500/- shall be imposed if there found to be any lapse in cleaning of pay & use toilet premises/rest room/disposal of garbage etc., a memo will be issued before imposition of this fine.<br>ii. In case of failure on the part of the licensee to clean the premises satisfactorily, BMTC will undertake cleaning the premises by engaging the casual labour. Such of the amount incurred by BMTC will be recovered |

| | | |
|---|---|---|
| | | from the Licensee. |
| 4. | Non-performance for toilet cleaning | i. Penalty @ INR.200/- (Rupees Two Hundred Only) per complaint shall be charged.<br>ii. If the problem persists for more than 10 (ten) times, the Client reserves the right to terminate the Contract and forfeit the Security Deposit. |
| 5. | Complaint from Passengers | i. Penalty @ Rs.200 (Rupees Two Hundred only) per instance based on complaint by commuters as ascertained by Bus Stand In-charge.<br>ii. If the number of such instances exceeds beyond 25 (Twenty-Five) in a year, the Client reserves the right to terminate the Contract Agreement and forfeit the Security Deposit.<br>iii. The penalty shall be charged upto Rs.5000/- if the complaint is been raised from the media. |

**SCHEDULE 'B'**

**Fin Form - Format for Financial Tender**

*[Format **not** to be uploaded on Karnataka Public Procurement Portal]*

**Below given table is the breakup fee structure for contract price i.e., the quoted amount. The amount should be same as quoted amount in KPPP else leads to rejection & EMD shall be forfeited**.
**Fin Form Format for Shivajinagar bus station Financial Tender**

| | | |
|---|---|---|
| 1. | Monthly License Fee incl. GST | A |

| | | |
|---|---|---|
| 2. | Contract price for Maintenance of Toilet complex 1 | B |
| 3. | Contract price for Maintenance of Toilet complex 2 | C |

**Fin Form Format for Kempegowda bus station Financial Tender**

| | | |
|---|---|---|
| 1. | Monthly License Fee incl. GST | A |
| 2. | Contract price for Maintenance of Toilet complex 1 | B |
| 3. | Contract price for Maintenance of Toilet complex 2 | C |
| 4. | Contract price for Maintenance of Toilet complex 3 | D |
| 5. | Contract price for Maintenance of Toilet complex 4 | E |

**Note:**

1. GST shall be paid at the applicable rates.
2. The Contract Price quoted by the Tenderer shall be inclusive of all levies such as taxes, duties, overheads and including GST for the whole services.
3. The Contract Price has to be quoted rounding off to nearest two decimal places only so as to match the total amount or closest to the total amount.
4. The Tenderer should ensure that the Contract Price quoted is correct and final. Any grievances at the later stage giving the reasons of typographical error etc will not be entertained.
5. The Contract Price quoted on the Karnataka Public Procurement Portal shall be final and the Client shall evaluate the Tenders accordingly.

**Note:**
**The Financial Proposal form FIN FORM shall not be uploaded on the Karnataka Public Procurement portal. However, the same would need to be submitted by the Selected Tenderer to the Client on issue of LOA that shall form a part of Schedule D of the Contract to be executed with the Client.**

**SCHEDULE 'C'**

The premise herein includes the toilet complex of Shivajinagar & Kempegowda Bus Station as below:

**ANNEXURE:**

| Sl. No | Name of Bus Station | Establishment | Sq.mt | Estimated LF | EMD in Rs. | Turnover |
|---|---|---|---|---|---|---|
| 1. | Shivajinagar | Operation & maintenance of Toilet complex | 2 toilet complex | – | 1,00,000 | 5,00,000 |
| 2. | Kempegowda bus station | | 4 toilet complex | – | 1,00,000 | 27,00,000 |

**Sd/-**

**Chief Traffic Manager (Com)**
**Tender Inviting Authority**

**Schedule D - Breakdown of Contract Price in Indian Rupees**

*[The Financial Proposal break-up as per Format FIN FORM submitted by the Tenderer to be enclosed]*